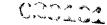


STATE OF UTAH CONTRACT

CONTRACT NUMBER:

| Transportation | 810 | Project Development | referred to as STATE and the following: |
|--|---------------------------------|---------------------------------|---|
| Agency Name | Agency Code | Division | _ |
| CONTRACTOR: <u>Dve</u> | Management Group, Inc | | LEGAL STATUS OF CONTRACTOR |
| | Name | | Sole Proprietor |
| | 00 108th Ave NE, Suite 1700 | | Non-Profit Corporation |
| | Address | 00004 ##00 | X For-Profit Corporation |
| Bellevue | <u>WA</u> | <u>98004-5500</u> | Partnership |
| City | State | Zip Code | Government Agency |
| William D. Dy | 10 | (425) 637-8010 | |
| Contact Perso | | Phone Number | |
| Contact I City | | | |
| 911482332 | 68304E | | 91875000000 |
| Federal ID# | Vendor Number | | Commodity Code(s) |
| | | | |
| CONTRACT TYPE AND | PURPOSE: | | |
| Time and Material contr | act to provide professional m | anagement consulting serv | ices. |
| | L | J | |
| | And Andrews | | |
| PROCUREMENT: This co | ontract is entered into as a re | sult of the Procurement pr | ocess on bid #RM2043 |
| Requisition # 810 260000 | | | Dem |
| _ | | 04 | |
| | | | unless terminated early or extended in accordance |
| with the terms of this cont | ract. Renewal Options (if a | ny): Two 1-yr options. | |
| | | | |
| CONTRACT COSTS: CO | NTRACTOR will be paid a n | naximum of: <u>\$411,100.00</u> | for costs authorized by this contract. |
| | | | |
| | sion of Purchasing's Standar | d Terms and Conditions. | |
| ATTACHMENT B: Sco | | | |
| ATTACHMENT C: Pric | | | |
| | cial Terms and Conditions | | |
| ATTACHMENT E: Aud | its | | |
| Any conflicts between Atte | ichment A and other Attachn | ante will be received in few | vor of Attachment A |
| Any commets between Atta | cinnent A and other Attacini | ients will be resulved in lav | of of Attachment A. |
| DOCUMENTS INCORPO | RATED INTO THIS CONT | RACT BY REFERENCE F | BUT NOT ATTACHED: |
| | | | Vor services authorized by this Contract. |
| | nt Code, Procurement Rules | | |
| | · | | |
| IN WITNESS WHEREOF | , the parties sign and cause tl | nis contract to be executed. | |
| | | | |
| | | | |
| CON | TRACTOR | | STATE OF UTAH |
| en de la companya de La companya de la co | | | |
| | | | Darly Miles Director & Occasion |
| Contrac | tor's Signature | | David K. Miles, Director of Operations |
| Thomas in his man | weard born I | wa y | DPKling APR 18 201 |
| Contr | actor's Name | OWNTRACT | RECEIVED IN Proceeding |
| - V***(00) | | 9900 | CESSED BY |
| 11:005-21 | AP | D 9 9 2005 BIVISIO | LOF PINANCE 4/1 |
| | Title | TD APR 2 2 200 | Division of Finance |
| TRING IL I'M | ha EN | INHINA | |
| Paul Rottmann | 801-965-4078 | 801-965-4073 | prottmann@dot.state.ut.us |
| - au Nottillami | | OAT-NOT-TOLD | promining nonaminana |
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ATTACH: NT A: STANDARD TERMS AND CU DITIONS



- A. <u>AUTHORITY</u>: Provisions of this contract are pursuant to the authority set forth in 63-56, <u>Utah Code Annotated</u>, 1953, as amended, Utah State Procurement Rules (<u>Utah Administrative Code</u> Section R33), and related statutes which permit the STATE to purchase certain specified services, and other approved purchases for the STATE.
- B. <u>CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE</u>: The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- C. <u>LAWS AND REGULATIONS</u>: Any and all supplies, services and equipment furnished will comply fully with all applicable Federal and State laws and regulations.
- D. RECORDS ADMINISTRATION: The CONTRACTOR shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the CONTRACTOR for costs authorized by this contract. These records shall be retained by the CONTRACTOR for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The CONTRACTOR agrees to allow STATE and Federal auditors, and STATE Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
- E. <u>CONFLICT OF INTEREST</u>: CONTRACTOR represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, <u>Utah Code Annotated</u>, 1953, as amended.
- F. CONTRACTOR, AN INDEPENDENT CONTRACTOR: The CONTRACTOR shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the STATE to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the STATE, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the CONTRACTOR by the STATE. The CONTRACTOR shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the STATE for these contract services. Persons employed by the STATE and acting under the direction of the STATE shall not be deemed to be employees or agents of the CONTRACTOR.
- G. <u>INDEMNITY CLAUSE</u>: The CONTRACTOR agrees to indemnify, save harmless, and release the STATE OF UTAH, and all its officers, agents, volunteers, and employees from and against any and all loss, damages, injury, liability, suits, and proceedings arising out of the performance of this contract which are caused in whole or in part by the negligence of the CONTRACTOR'S officers, agents, volunteers, or employees, but not for claims arising from the State's sole negligence.
- H. EQUAL OPPORTUNITY CLAUSE: The CONTRACTOR agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the CONTRACTOR agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
- I. <u>SEPARABILITY CLAUSE</u>: A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
- J. RENEGOTIATION OR MODIFICATIONS: This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of the contract.
- K. <u>DEBARMENT</u>: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.
- L. <u>TERMINATION</u>: Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
- M. <u>SALES TAX EXEMPTION</u>: The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
- N. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

(Revision date: Nov 14, 2000)

ATTACHMENT B: SCOPE OF WORK

Professional Management Consulting Services

1.0 Introduction.

- 1.1 Background. Utah Department of Transportation (UDOT) in the past has contracted with professional management consulting firms to conduct audits on various operations, functions and processes within the Department, and provide recommendations as to how these operations, functions and processes can be changed, resulting in better Department compliance with governing laws and regulations, and to achieve greater economy, efficiency and program effectiveness. This effort has resulted in significant changes and improvements, and, as a result, UDOT intends under this contract to continue performing surveys/audits on a task by task basis.
- **1.2 Scope.** This contract shall provide Professional Management Consulting Services on an as needed basis. Requirements shall be clearly defined and implemented into the contract by task orders.
- 2.0 Contractor Required Tasks. The Contractor shall conduct the following tasks:

2.1 Audits.

- 2.1.1 Conduct audits in accordance with established performance standards, on specific divisions, sections, operations, functions or activities of the Utah Department of Transportation, and could include conducting financial and compliance audits of costs billed by entities contracting with the UDOT.
- 2.1.2 Thoroughly analyze the information collected during the audits and provide recommendations as to how these operations, functions and processes can be changed to result in better Department compliance with governing laws and regulations, and to achieve greater economy, efficiency and program effectiveness.

2.2 Data.

- 2.2.1 Interim reviews and reports as required.
- 2.2.2 Reports shall be comprehensive, including the Contractor's findings and recommendations relative to allow the clarifying of costs; efficiency and effectiveness of the entity's functional operations; internal control structure; and compliance with laws and regulations, as applicable. Findings and recommendations must be fully developed, including a statement of condition, cause and effect, and recommendation.
- 2.2.3 Provide a draft report for review prior to the final report being issued.
- 2.2.4 All reports resulting from this Contract will be issued to the Chairman of the Utah Transportation Commission and UDOT's Executive Director, with a copy of the report to UDOT's Internal Auditor. Additional copies for distribution will be determined by each

specific Task Order.

2.2.5 Reporting deadlines will be determined in each Task Order executed between UDOT and the Contractor.

2.3 Audits.

- 2.3.1 Conduct audits as specified by Audit Request and approved Contractor Work Plan.
- 2.3.2 Audit Requests will be prepared by UDOT and submitted to the Contractor. The written request shall define the assignment, schedule of performance and all other pertinent facts regarding the assignment.
- 2.3.3. Submit a work plan to accomplish the work defined in Audit Request. The work plan shall be sufficient enough to demonstrate an understanding of the requirements, including any tests and procedures that may be applied. A complete cost proposal shall also be included. The cost proposal shall include a breakdown of hours for each staff member, travel, and other associated costs. Note, travel time will not be allowable billable hours. Travel expenses must follow State of Utah guidelines for State employees for In-State travel.
- 2.3.4 The Contractor's proposal shall be negotiated with UDOT. Proposed hours will be the key element in the negotiations.
- 2.3.5 Once the work plan has been negotiated, approved, and signed by both parties, the Contractor shall begin work on the audit.
- 2.3.6 UDOT reserves the right to modify the work plan during the audit to adjust for changes in audit requirements and funding.
- **2.4 Initial Audit.** (Refer to Exhibit 1)

2.5 Other Requirements.

- 2.5.1 Make available all work papers, work plans, and time control records associated with the contract during the performance of the examination and/or at the completion of the work for a qualify control review and for verification of key personnel obligated in the proposal.
- 2.5.2 Inform UDOT's Executive Director of any indication of errors, irregularities or illegal acts that may come to their attention in connection with the examination.
- 2.5.3 Notify UDOT's Executive Director of all conferences between the Department and the Contractor. An exit conference with the Contractor and UDOT's Executive Management shall be required.
- 2.5.4 Notify UDOT, in writing prior to changes of partner, manager, supervisor or senior personnel obligated in the proposal.

2.6 Compensation for Services.

- 2.6.1 The Contractor shall be paid on a monthly basis through the submission of progress billing statements. Progress billing statements shall reflect work earned from the previous statement.
- 2.6.2 Final payment will be made upon completion of the contracted work, receipt and acceptance of all required final reports, receipt of a statement of actual hours incurred, and final billings.
- 2.6.3 Payments by UDOT are expressly subject to legislative appropriation. Therefore, in the absence thereof, the Contract and/or any Task Order may be terminated once it becomes known.

3.0 UDOT Responsibilities. UDOT shall be responsible for the following:

- 3.1 Prepare the contract/work task order which provides the general description of the work to be performed.
 - 3.1.1 Make available any statutes, policies and procedures.
 - 3.1.2 Schedule and coordinate meetings as needed.
 - 3.1.3 Provide reasonable office space for the firms (contractors) use during the execution of the work covered by this contract, if on-site work is required.
 - 3.1.4 Review Contractor's work papers and reports.
 - 3.1.5 UDOT will **not** provide any clerical support to the Contractor.

Exhibit 1: Initial Audit Tasks

MAINTENANCE STRATEGIC OBJECTIVE: To plan and manage the maintenance program of the Department so as to assure an optimal level of effectiveness and efficiency in operations, structure, use of resources, processes, support and performance accountability statewide.

The Contractor shall conduct a comprehensive audit of the Department's maintenance functions. The audit is to review and evaluate present maintenance processes and activities against the strategic objective, and should include all phases of Central Maintenance and Region Maintenance plans and objectives. Examples are:

- 1. Performance audit of the business objectives of Central Maintenance Division of the Utah Department of Transportation, including Maintenance Planning and Maintenance Methods. Review the structure, staffing, processes and procedures used by this Division in administering the statewide maintenance program and supporting region maintenance activities. Assess the Division=s compliance with governing laws and regulations, and evaluate the Division=s efficiency and effectiveness in performing its responsibilities.
- 2. Evaluate the effectiveness and efficiency of the Central Division in its region support activities, including:
 - Planning for statewide maintenance needs
 - Budget preparation and distribution of statewide maintenance funds
 - Monitoring statewide maintenance expenditures and providing timely reports through MMS
 - Managing the statewide features inventory
 - Providing effective performance measures
 - Developing and improving processes, procedures, and materials.
 - Interfacing with Procurement Division to assure timely delivery and warehousing of maintenance materials.
 - Review the effectiveness of maintenance training, to include training of Highway Operations Specialists in appropriate maintenance, traffic control, and safety procedures
- 3. Review and evaluate the current Maintenance Management System (MMS) with respect to the departments strategic objectives and providing:
 - Data accuracy
 - Usage of reports produced for end users
 - Effectiveness of the system in providing information for allocation of budgets and monitoring expenses against the budget at Central, Region, and Station locations
 - Modifications or enhancements needed to meet maintenance business objectives and to make the system more effective and responsive to user needs and to bring the system to the Astate-of-the-art@
- 4. Review and evaluate the Maintenance Management Quality Assurance (MMQA) program with respect to its overall effectiveness including:
 - Reliability and effectiveness of performance measures currently being used
 - Usage of performance measures to improve performance on key maintenance activities
 - Use of performance measures and reports in allocating maintenance funds

- 5. Conduct a survey of Region Maintenance units to evaluate the effectiveness of services and current maintenance processes provided by the Maintenance Central Office
- 6. Audit Region Maintenance Units in Regions 1, 2, 3, and 4. Review structure, staffing, processes and procedures used by these units in managing the maintenance functions at the region level. Assess the units' compliance with governing laws and regulations. Evaluate the efficiency and effectiveness of these units in performing required maintenance activities in support of overall departmental objectives.
- 7. Review and evaluate the allocation of resources among regions and stations
 - Evaluate Department standards and practices for allocating resources
 - Evaluate the distribution of manpower and equipment among regions and stations (both urban and rural)
 - Evaluate the distribution of funding among stations
- 8. Review the organization of each region maintenance unit and make recommendations for improvement with respect to Department Standards and best practices against accepted standards in other states.
- 9. Review the Department standards and practices for placement of maintenance stations. Make recommendations for improving effectiveness and efficiency based on standards or practices of other similar states or industry standards.
- 10. Keep the department informed of any additional areas of concern in which major focus will provide effective return in meeting the department's maintenance strategic direction

ATTACHMENT C: PRICING

Professional Management Consulting Services

The Contractor shall provide consultants at the specified hourly rates under the following classifications.

A. Dye Management Group, Inc.

| Classifications | Duties | Hourly Rate |
|------------------------|---|-------------|
| President | Provides project management and quality assurance | \$225.00 |
| Vice President | Provides project management and quality assurance | \$205.00 |
| Principal | Provides project management and quality assurance | \$195.00 |
| Senior Manager | Provides project management and leads analysis | \$165.00 |
| Manager | Leads analysis | \$140.00 |
| Senior Consultant | Conducts analysis | \$100.00 |
| Consultant | Conducts analysis | \$90.00 |
| Associate Consultant | Supports consultant analysis | \$70.00 |
| Administrative Support | Provides support to consultant staff | \$45.00 |

B. Cambridge Systematics, Inc.

| Classifications | Duties | Hourly Rate |
|-----------------|---|-------------|
| Principal | Provides project management and quality assurance | \$200.00 |
| Analyst | Conducts analysis | \$125.00 |

C. Applied Pavement Technology, Inc.

| Classifications | Duties | Hourly Rate |
|-------------------|---|-------------|
| Principal | Provides management and quality assurance | \$145.00 |
| Senior Consultant | Conducts analysis | \$100.00 |
| Consultant | Conducts analysis | \$90.00 |

ATTACHMENT D: SPECIAL TERMS AND CONDITIONS

Professional Management Consulting Services

- 1. PRICE GUARANTEE/ADJUSTMENTS. Contract pricing resulting from this bid will be guaranteed for at least one year. Requests for price adjustments must be made at least 60 days prior to the desired effective date. Requests must include sufficient supporting documentation, such as, market, inflation, and labor rate indices. Any adjustment or amendment to the contract will not be executed until approved by the UDOT's Procurement Manager.
- 2. <u>WAGES</u>. The Contractor shall be responsible for all applicable company wages in accordance with the federal, state and local laws and ordinances.
- 3. <u>INVOICING</u>. THE CONTRACT NUMBER MUST APPEAR ON ALL CORRESPONDENCE RELATING TO EACH SERVICE.

In the event the State is entitled to a cash discount, the period of computation shall commence on the approved date or the date or the date of a correct invoice, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval is authorized. The State reserves the right to adjust incorrect invoices.

Prior to payment an approval by Supervisor will be required to ensure completion of the service.

The Contractor shall submit invoices to the:

Utah Department of Transportation

Box 141265 4501 South 2700 West Salt Lake City, Utah 84114-1265

The State will remit payment by mail.

- 4. <u>NON-ASSIGNMENT</u>. The Contractor shall not sublet, assign or transfer any part of this contract without prior written approval from the Procurement Supervisor of the Utah Department of Transportation. The provision of monies due under this contract shall not be assignable without prior written approval from the Procurement Supervisor of the Utah Department of Transportation.
- 5. NON-COMPETE CLAUSE. The Contractor represents its officers and employees are free to contract with the State and are not subject to restrictions by the terms of their present or past employment including, but not limited to an agreement not to compete for a period of time unless disclosure has been made. The Contractor must disclose to the State any possible conflicts, in writing, before the contract is signed and the State may elect to terminate a contract immediately with a Contractor who is subsequently determined to be subject to such restrictions without liability to the State. If the State elects to terminate a contract for this reason, the State will supersede paragraph #12 in Attachment A Standard Terms and Conditions and will not provide 30 day prior notice to the Contractor.
- 6. <u>CONFIDENTIALITY OF INFORMATION</u>. Performance of this contract may require the Contractor to have access to and use of data and information which may be considered proprietary to a government agency or government contractor or which may otherwise be of such a nature that its dissemination or use, other than in the performance of this contract, would be adverse to the interest of the State or others. The Contractor shall not divulge or release data or information developed or obtained in connection with the performance under this contract, unless made public by the State, except to authorized State personnel or upon written approval of the UDOT.
- 7. <u>QUALITY OF WORK GUARANTEE</u>. UDOT does not guarantee the amount of work to be accomplished under this contract and may decide not to utilize the services requested herein. UDOT thereby is under no financial obligation to the Contractor unless the department issues and subsequently approves a task order for specific requirements.

ATTACHMENT E-1

Utah Department of Transportation (UDOT)

Approved Work Plan

for a

Comprehensive Performance Audit

of

UDOT's Maintenance Activities

The attached work plan outlining tasks Dye Management Group shall accomplish in conducting a comprehensive performance audit of UDOT's maintenance functions has been reviewed and approved.

The approved work plan is the basis of agreement for conducting this audit.

The Contractor may be required to conduct the audit in phases as appropriated funding becomes available.

APPROVED:

Dye Management Group

David K. Miles, Director of Operations

Work Plan - Performance Audit of UDOT's Maintenance Activities

| Tasks Conduct Project Initiation and On-going Project Management of Findize work plan and schedule. Findize work plan and schedule. Findize work plan and schedule. Status reporting. Conduct Initiation and On-going Project Management of the project Initiation and On-going Project Management of the project Initiation and Schedule. Status reporting. Conduct Initial Issue Identification Interviews Identify interviewes. Undertake interview guide. Undertake whit region units Conduct work session to decument work performed. Decument interface with region units Conduct work session to decument work performed. Evaluate compliance with awas and policies. Evaluate what worked performed is used for. Evaluate what worked performed is used for. Salview and Evaluate Region Units Regarding Central Maintenance Services Efficiency and Effectiveness Salview with approach units for individual and group interviews on central unit activities and services. | | | | | | |
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| rduct Project Initiation and On-going Project Management Finalize work plan and schedule. Refine methodology. Status reporting. Identify and schedule. Prepare interviewees. Prepare interview guide. Undertake interviews. Formance Audit of Central Maintenance Planning Unit Identify, Document and Analyze Central Maintenance Planning Unit Activities Conduct work session to document work performed. Document interface with region units. Conduct review policies, procedures and requirements. Evaluate compliance with laws and policies. Bualuate what worked performed is used for. Obtain input from Regions. Survey and Evaluate Region Units Regarding Central Maintenance Services Efficiency and Effectiveness Survey sample of units via e-mail. Maintenance Services Efficiency and Services. Meet with regional units for individual and group interviews on central unit activities and services. | Mike Markow | 4 | | | 12 | |
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| 3.0 | Tasks | | | Performance Audit of Central Maintenance Plann | | Sur Ma |
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Performance Audit of UDOT's Maintenance Activities — Work Plan
Page 2

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| Joseph Guerre | | | |
| Гаггу Саушап | | | |
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| Abe Monaket | 84 | 70 | 09 |
| Larry Rus | 32 | 32 | 2 |
| Mike Markow | 32 | 2 | ∞ |
| David Rose | 7 | 9 | 2 |
| William Dye | 16 | 16 | 24 |
| Tasks | 3.3 Establish Performance Metrics and Best Management Practices for Central Maintenance Planning Services Establish best management practices and performance criteria. Measure performance. Evaluate against. Assess organizational issues. | Activities List activities to be evaluated and establish performance metrics (starting with those specified in UDOT scope of work). Evaluate process for improving processes, procedures, and materials. Evaluate interface with Procurement Division. Review effectiveness of maintenance training – including Highway Operations Specialists in maintenance, traffic control, and safety procedures. | Seview and Evaluate Maintenance Management Quality Assurance Program (MMQA) Assess reliability and effectiveness of performance measures currently being used. Evaluate use of performance measures to improve maintenance activities. Evaluate use of performance measures in allocating maintenance funds. |

Performance Audit of UDOT's Maintenance Activities — Work Plan
Page 3

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| David Rose | | ∞ | 00 | ∞ | |
| William Dye | | 24 | 24 | 24 | 24 |
| Tasks | 6.0 Audit Region Maintenance Units in Regions 1, 2, 3, & 4 | 6.1 Prepare Fieldwork Plan and Performance Metrics for Region Maintenance Unit Audits Prepare generic business model of region activities and processes. Establish efficiency, productivity, and effectiveness measures for maintenance activities. Assess data availability. Refine and finalize measurement approach. | 6.2 Conduct Region Fieldwork In Each Region Conduct interviews and work session to document work performed, organizational structure and issues. Conduct work session to obtain input on qualitative performance measures. | 6.3 Apply and Analyze Efficiency and Effectiveness Measures Apply performance metrics developed in Task 6.1. Use MMS and quality assurance program data. Supplement from other sources if applicable. Evaluate all 90 activities, segregated by Region. | 6.4 Review Region Maintenance Unit Organization Assemble data as part of prior fieldwork tasks. Evaluate organizational barriers to efficiency and effectiveness. Assess work load, work standards and performance management practices. |

Performance Audit of UDOT's Maintenance Activities – Work Plan
Page 4

| | 1 | | |
|----------------------|---|--|--|
| IstoT | 108 | 248 | 176 |
| Staff Consultants | 32 | 80 | 80 |
| Joseph Спетте | | 08 | |
| Larry Layman | | | |
| Katie nsmnerman | | | |
| Abe Mouaket | 64 | ∞ | |
| Larry Rus | , | ∞ | ∞ |
| Mike Markow | | 40 | 2 |
| David Rose | 4 | 8 | 2 |
| William Dye | ∞ | 24 | 24 |
| Tasks | 6.5 Update and Apply Dye Management Group, Inc. benchmarking / best practices data Select benchmark partners. Select benchmarks. Update Dye Management Group, Inc. database. | 7.0 Review and Evaluate the Allocation of Resources Among Regions and Stations Document standards and evaluate practices for allocating resources. Evaluate policy, procedures, and practices for distributing manpower and equipment among regions and stations. Evaluate policy, procedures, practices and actual allocation of funding among stations. Interview process participants. Apply metrics. Evaluate against best practice. | 8.0 Review Maintenance Station Location, Standards and Practices Assess policy and standards governing station location. Audit to determine extent to which policies and standards followed. Contrast UDOT standards to best management practices in comparable states. |

| Tasks | William Dye | David Rose | Mike Markow | Larry Rus | Abe Mouaket | Каtie Хіттэтті | րաան բուն բուսասո | Joseph Guerre | Staff Consultants | [stoT |
|--|-------------|------------|-------------|-----------|-------------|-------------------|-------------------|------------------|----------------------|-------|
| Beview and Evaluate Maintenance Management System Establish evaluation criteria templates (contemporary best management practices, user requirements, accuracy, etc.) To evaluate data accuracy, apply criteria through tests, interviews, and surveys. Audit controls and sample data for accuracy. Interview users to determine use of reports (as part of region, management, and other interviews). Evaluate functionality for budgeting and expense monitoring. Identify and recommended modifications. | 32 | | 4 | | | | 100 | | 120 | 272 |
| 10.0 Report and Present Results Provide work-in-progress briefing. Report findings and recommendations. Draft and present final report. | 08 | 16 | 24 | 08 | 16 | | 32 | 20 | 80 | 348 |
| Totals | 440 | 80 | 200 | 410 | 550 | 44 | 132 | 180 | 704 | 2,740 |

A. Timeline for Comprehensive Audit of All Maintenance Activities

Exhibit 2: Timeline

| Tasks 1.0 Conduct project initiation and on-going project management 2.0 Conduct initial issue identification interviews 3.0 Performance audit of central maintenance planning unit 4.0 Evaluate Effectiveness of Central Division in Region Support Activities 5.0 Review and Evaluate Maintenance Program (MMQA) 6.0 Audit Region Maintenance Units in Regions 1, 2, 3, & 4 7.0 Review and Evaluate the Allocation of Resources Among Regions and Stations 8.0 Review Maintenance Station Location, Standards, and Practices 9.0 Review and Evaluate Maintenance Management System 10.0 Report and Present Results Final Report Final Report | | | | | | Months | | | | |
|---|----------------------|---|---|---|---|--------|---|---|------------|---|
| | | - | 7 | 3 | 4 | 5 | 9 | 7 | 80 | 6 |
| | on-going | | | | | | | | | |
| | ion | | | | | | | | | |
| | aintenance | | | | | | | | | |
| | ral tivities | | | | | | | | | |
| | nce e Program | | | | | | | | | |
| | ts in | | | | | | | | | |
| | ation of Stations | | | | | | | | | |
| | ocation, | | | | | | | | | |
| 10.0 Report and Present Results Draft Report Final Report | nce | | | | | | | | | |
| Draft Report Final Report | | | | | | | | | | |
| Final Report | | | | | | | | | | |
| | | | | | | | | | | |
| Oversight Committee Meetings | | | | | | * | | | \Diamond | |

* Optional

B. Initial Audit Pricing

Our estimated billable hours and expenses for performing the work plan described above are presented in Exhibit 3.

Exhibit 3: Estimated Billable Hours

| Team Member | Labor Category | Hours | . Labor Cost | |
|-------------------|-----------------------|-------|----------------------------|---------|
| William Dye | President | 440 | 225 | 000,66 |
| David Rose | Vice President | 80 | 205 | 16,400 |
| Mike Markow | Principal (Cambridge) | 200 | 200 | 40,000 |
| Larry Rus | Senior Consultant | 410 | 100 | 41,000 |
| Abe Mouaket | Senior Consultant | 550 | 100 | 55,000 |
| Katie Zimmerman | President (ApTech) | 44 | 145 | 6,380 |
| Larry Layman | Engagement Manager | 132 | 165 | 21,780 |
| Joseph Guerra | Analyst (Cambridge) | 180 | 125 | 22,500 |
| Staff Consultants | Consultant | 704 | 06 | 63,360 |
| | | | | |
| | | | SubTotal Labor | 365,420 |
| | | | Expenses, Clerical, Travel | 45,680 |
| | | | Grand Total | 411,100 |
| | | | | |
| | | | | |